

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DISTRICT**

SLS INTERNATIONAL, INC.,

Plaintiff,

V.

**ADONE MEDIA, INC. and
JAMES NEUMANN,**

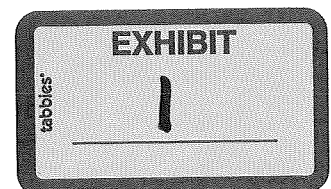
Defendants.

Case No. 4:06CV00811RWS

**DEFENDANTS ADONE MEDIA, INC. AND JAMES NEUMANN’S
SUPPLEMENTAL BRIEF IN SUPPORT OF THEIR MOTION TO DISMISS**

COME NOW Defendants AdOne Media, Inc. (“AdOne”) and James Neumann (“Defendants”), by and through their undersigned counsel, and for their Supplemental Brief in Support of Their Motion to Dismiss Plaintiff SLS International, Inc.’s (“SLS” or “Plaintiff”) Complaint for Failure to State a Claim, state as follows:

As discussed extensively in Defendants' Motion to Dismiss, Memorandum in Support and Reply Brief, Plaintiff's Complaint alleges causes of action for violations of the Racketeering Influenced and Corrupt Practices Act ("RICO"), breach of contract, conversion, common law fraud, and unjust enrichment arising out of the business relationship between Plaintiff and AdOne Media, Inc., whereby AdOne agreed to provide certain advertising at various sporting and other venues in return for certain fees. Plaintiff disputes the fees charged by AdOne for these services and further claims that these fees were not paid to the service providers but, instead, were taken by Defendant Neumann as part of some fraudulent scheme. Defendants have contended that Plaintiff's RICO counts are wholly without merit, in either fact or law for a variety of reasons, including that Plaintiff's claims regarding AdOne's supposed failure to pay



vendors is patently untrue. In fact, not only has AdOne fully paid the approximately thirty vendors substantially all of the monies received from SLS to the vendors that provided advertising services for SLS, it has also provided SLS with significant complimentary advertising at no charge to SLS as well as settled two accounts on behalf of SLS. (See Affidavit of James Neumann at ¶¶3, 4, and 7, attached hereto as Exhibit A).

In fact, since the time the Complaint was filed, Plaintiff has been in contact with many of Ad One's vendors and has been informed that the accounts have been paid in full. Specifically, since the time of the filing of this lawsuit, employees of SLS have been in telephone contact with a number of AdOne's vendors and have been advised that all such accounts have been paid or otherwise satisfied. (See ¶5 of Affidavit of James Neumann). Thus, Plaintiff currently possesses information that the claims alleged in its Complaint are baseless. Moreover, these telephone contacts between employees of SLS and AdOne's vendors have damaged AdOne's relationship with certain of these vendors. (See ¶¶5 & 6 of Affidavit of James Neumann). In any event, these telephone contacts made by SLS should have left no doubt that there is no basis for Plaintiff's allegations that AdOne and Neumann are somehow engaged in a pattern of misconduct in failing to pay for advertising services for AdOne's clients.

An objective review of Plaintiff's RICO claims demonstrates that its assertions are not reasonably justified by either fact or law, and with the additional information that Plaintiff is now in possession of, in other words, that all vendor accounts have been satisfied, it should be clear that there is no factual basis for the claims that Plaintiff is attempting to pursue.

WHEREFORE, for all the foregoing reasons, Defendants pray that this Court enter its Order dismissing Plaintiff's Complaint with prejudice and for such further relief as the Court deems just and proper.

Respectfully submitted,

**DOSTER, MICKES, JAMES,
ULLOM, BENSON & GUEST, L.L.C.**

By: /s/ Eleanor A. Maynard
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ATTORNEY FOR DEFENDANTS
AdOne Media, Inc. and James Neumann

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a copy of the foregoing document was sent via facsimile and U.S. First Class mail postage pre-paid on this 21st day of December, 2006 to:

Neal H. Levin, Esq. Daniel S. Dooley, Esq. FREEBORN & PETERS LLP 311 South Wacker Drive, Suite 3000 Chicago, Illinois 60606 (312) 360-6000 (312) 360-6573 <i>facsimile</i> nhlevin@freebornpeters.com ddooley@freebornpeters.com CO-COUNSEL FOR PLAINTIFF SLS INTERNATIONAL, INC.	Glennon P. Fogarty Michael P. Nolan HUSCH & EPPENBERGER, LLC 190 Carondelet Plaza, Suite 600 St. Louis, Missouri 63105 (314) 480-1500 (314) 480-1505 <i>facsimile</i> glennon.fogarty@husch.com Michael.nolan@husch.com CO-COUNSEL FOR PLAINTIFF SLS INTERNATIONAL, INC.
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/s/ Eleanor A. Maynard

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AFFIDAVIT OF JAMES NEUMANN

James Neumann, an adult under no legal disability, did appear before the undersigned notary and make the following statements to the best of his knowledge and belief:

1. I am the President of AdOne Media, Inc. ("AdOne") and am aware of the allegations asserted against AdOne and against me in the above captioned lawsuit.

2. As President of AdOne, I am familiar with the business of AdOne, including the status of its accounts payable.

3. One of Plaintiff SLS International, Inc.'s ("SLS") principal claims is that AdOne failed to pay certain vendors, referenced in its Complaint, that provided advertising services on behalf of SLS.

4. AdOne has either paid or otherwise satisfied all of the amounts due and owing to the vendors referenced in Plaintiff's Complaint.

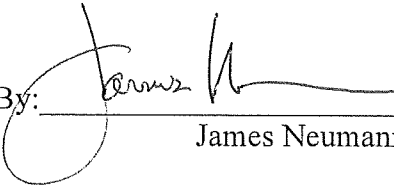
5. I have been informed by several of the approximately thirty (30) vendors that SLS employees have contacted them and have been told that the accounts have been paid in full.

6. SLS's contacts with these vendors have harmed AdOne's relationship with those vendors and has interfered and damaged AdOne's business relationships and goodwill.

7. Additionally, AdOne has provided SLS with free advertising, consisting of eight months of free sign placement at a location near a major highway in Chicago, with a value of approximately \$168,000.00.

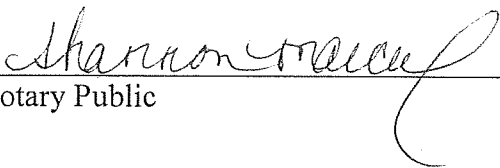


Further, Affiant sayeth not.

By: 
James Neumann

Title: President, AdOne Media, Inc.

In witness whereof I have hereunto subscribed my name and affixed my official seal this
16th day of November, 2006.


Notary Public

My Commission Expires:

